

Non-Disclosure Agreement

THIS AGREEMENT is made on the ____ / ____ /20 ____

BETWEEN

(1) **Company Name & Address:** _____

(2) **Butterworth Laboratories Limited** of 54-56 Waldegrave Road, Teddington, TW11 8NY

WHEREAS

- (A) Confidential information shall mean information relating to the business products technical and analytical processing affairs and finances of either party for the time being confidential to it and trade secrets (including without limitation technical data, documentation and know-how) relating to the business of either party or of any of its suppliers clients or customers including in particular (by way of example only and without limitation) technical and analytical processes financial or marketing forecasts, details of suppliers and their terms of business, details of customers and their requirements, the prices charged to and terms of business with customers, marketing plans and sales forecasts, financial information, results and forecasts (save to the extent that these are included in published audited accounts), any proposals relating to the acquisition or disposal of a company or business or any part thereof or to any proposed expansion or contraction of activities, details of employees and officers and of the remuneration and other benefits paid to them, information relating to research activities, trade secrets, inventions, secret processes, designs formulae and product lines any information which either party is aware is or should reasonably be aware is or has been told is confidential and any information that has been given in confidence by customers, suppliers or other persons;
- (B) **(Company Name)** _____ possesses Confidential Information;
- (C) **Butterworth Laboratories Limited** possesses Confidential Information;
- (D) Each party is only willing to consider disclosing Confidential Information to the other on the condition that the Recipient does not disclose the same to any Third party nor make use thereof in any manner.

In consideration of either party ("Discloser") disclosing any Confidential Information of which it is the possessor to the other party ("the Recipient"), **IT IS AGREED** as follows:

1. Save with the express written consent of the Discloser, The Recipient undertakes to treat any and all of such Confidential Information as strictly confidential and shall not at any time divulge the same to any person whatsoever (including any Company, business entity or other organization) or otherwise make

use of, and shall use its best endeavours to prevent the publication or disclosure of, any Confidential Information.

2. In the event of the Recipient visiting any of the establishments of the Discloser, the Recipient undertakes that any information not pertinent to this agreement which may come to the Recipient's knowledge, as a result of any such visit, shall be kept strictly confidential and that any such information will not be divulged to any third party and will not be made use of in any way by the Recipient under any circumstances.
3. The undertakings in Clauses 1 and 2 shall not apply to:
 - (a) Information which at the time of disclosure is published or otherwise generally available to the public.
 - (b) Information which after disclosure by the Discloser is published or becomes generally available to the public, otherwise than through any act or omission on the part of the Recipient.
 - (c) Information which the Recipient can show by reasonable written record was rightfully in its possession at the time of disclosure and which was not acquired directly or indirectly from the Discloser.
 - (d) Information rightfully acquired from a third party who did not obtain it under pledge of secrecy to the Discloser or another.
 - (e) Information generated independently by an employee(s) of the Recipient who has not been exposed to the Information of the Discloser.
 - (f) Information for which prior agreement has been made between both parties.
4. In respect of Butterworth Laboratories Limited any consent to the disclosure of Confidential Information can only be given by the Managing Director of Butterworth Laboratories Limited.
5. This Agreement shall be deemed to be an agreement made in England and subject to English Law.

Duly signed for and on behalf of:

Duly signed for and on behalf of:

Company Name: _____

Butterworth Laboratories Limited

Signature:

Signature:

Signatory's Name _____

John A S Welch

Signatory's Job Title _____

Associate Director, Business Operations

Date: ____/____/20____

Date: ____/____/20____

Please email completed form to info@butterworth-labs.co.uk or post to the address above marked for the attention of Business Operations